Agreement for Yvette Robinson **DRAFT 9/9/98**

September __, 1998

Mr. Mitchell C. Berk
Entertainment Marketing, Inc.
350 W. Hubbard Street, Suite 430
Chicago, Illinois 60610

Third Amendment of Agreement dated as of December 16, 1997

Dear Mr. Berk:

In confirmation of our discussions and in accordance with paragraph 17(e) of the agreement, dated as of December 16, 1997, and amended by letters dated April 13, 1998 and May 21, 1998, respectively (as amended, the "Agreement"), between Philip Morris Incorporated ("Philip Morris") and Entertainment Marketing, Inc. ("EMI"), EMI and Philip Morris agree to further amend the Agreement as follows:

1. The following is added as paragraph 1 (f) of the Agreement:

(f) **Mile Redemption [PLEASE CONFIRM]**

In four Venues and or dates [designated] [approved in advance] by Philip Morris, EMI will accept 300 Marlboro Miles ("Miles") in exchange for admission to the Venue. EMI will ensure that every consumer exchanging Miles for admission is a smoker, 21 years of age or older, and has filled out a name generation card containing the consumer's name, address, date of birth and the signature of the consumer. EMI will safely store all Miles and at the conclusion of the Event, mail them to _____ ____ in accordance with procedures approved in writing in advance by Philip Morris.

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$1,704,177

2. Paragraph 4 is deleted in its entirety and is replaced by the following:

In consideration of the services rendered in connection with the Programs, Philip Morris will pay EMI a management fee of no more than $1,704,177 in accordance with the following schedule: $352,216 within thirty days after submission of an invoice upon execution of the Agreement; $322,865.25 within thirty days after submission of an invoice on February 15, 1998; $322,865.25 within thirty days after submission of an invoice on May 15, 1998; $[322,865.25] within thirty days after submission of an invoice on August 15, 1998; and $383,365.25 within thirty days after EMI's satisfactory completion of all services to be provided pursuant to the Agreement and submission of an invoice.

$383,365.25

3. Paragraph 5 is deleted in its entirety, and is replaced by the following:

(a) Philip Morris will reimburse EMI, at cost, for reasonable, competitively priced operating expenses incurred in providing services in connection with the Programs in accordance with the operating budget prepared by EMI, approved by Philip Morris, and attached hereto as Exhibit C-1 (the "Operating Budget"). Expenses in excess of $25 must be submitted with original receipts. Operating expenses in excess of $250 not included in the Operating Budget must be approved in advance, in writing, by Philip Morris. EMI may not apply funds allocated to any operating expense category to any other Operating Budget category without the advance, written approval of Philip Morris. Philip Morris will reimburse expenses within thirty days after EMI's submission of itemized invoices with receipts. Total operating expenses incurred in connection with the Agreement may not exceed $10,857,006 without the advance, written approval of Philip Morris.

(b) Philip Morris will reimburse EMI, at cost, for reasonable, competitively priced third party labor expenses incurred by EMI in providing services in connection with the Programs not to exceed an average of $13.00 per hour for non-supervisory Staff and at the flat rate set forth in Exhibit C-2 attached hereto for supervisors. Philip Morris will reimburse EMI within thirty business days after Philip Morris' receipt of an itemized invoice for expenses incurred, including, the third party name, hourly rate, number of hours worked during the time period covered in the invoice and total amount paid. Each invoice must be accompanied by a copy of the check issued by EMI to the third party. Third party labor expenses in excess of $250 not included in the Operating Budget must be approved in advance, in writing, by Philip Morris. EMI may not apply funds allocated to any third party labor expense category to any other Operating Budget category without the advance, written approval of Philip Morris. Total third party labor expenses incurred in connection with the Programs may not exceed $6,453,124 without the advance,

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written approval of Philip Morris. Notwithstanding the foregoing, upon submission of an invoice including a detailed labor expense estimate, Philip Morris will advance to EMI for initial third party labor expenses to be incurred up to $245,000 (the "Advance"). Prior to submission of an invoice for the final installment of the management fee set forth in Paragraph 4 hereof, EMI will repay to Philip Morris the full amount of the Advance.

(c) Prior to EMI's retention of a third party in connection with the services provided hereunder, EMI will deliver to Philip Morris a written estimate of the expenses to be incurred for the services of, and the identity of, the third parties. Third parties may only be retained if Philip Morris has given advance approval of their retention and the estimate of expenses to be incurred. EMI will not enter into any agreement with third parties for the provision of merchandising or other labor services without having obtained Philip Morris' advance approval.

(d) Philip Morris will reimburse EMI, at cost, for Value Added Expenses incurred in connection with the Program. EMI will submit itemized invoices twice each month beginning January 1, 1998 through December 31, 1998, for reimbursement of all Value Added Expenses incurred during the two weeks prior to the date of each invoice. Each invoice will be accompanied by (i) a certificate of occupancy or other documentation acceptable to Philip Morris evidencing the number of persons that can be accommodated by the Venue for which the Value Added Expenses were incurred, and (ii) supporting documentation satisfactory to Philip Morris evidencing that the Value Added Expenses to be reimbursed are for Value Added Items acceptable to Philip Morris. Philip Morris will reimburse Value Added Expenses within ten days after EMI's submission of itemized invoices. Total reimbursement to EMI for Value Added Expenses may not exceed $[3,530,000] without the advance, written approval of Philip Morris. **[This draft assumes that the Miles For Party Program will not change the budget for the Value Added Program.]**

OK - No change

4. Exhibit C-1 to the Agreement is deleted in its entirety and is replaced by Exhibit C-1 attached hereto.

The remaining terms and conditions of the Agreement will remain in full force and effect.

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If the foregoing accurately sets forth our understanding, please signify your acceptance and agreement by signing and returning the enclosed copies of this letter. We will forward one fully executed copy to you.

Very truly yours,

PHILIP MORRIS INCORPORATED

By: _____

Title: _____

ACCEPTED AND AGREED:

ENTERTAINMENT MARKETING, INC.

By: _____

Title: _____

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EXHIBIT C-1

Operating Budget

[To be provided by Philip Morris]

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Changes are Bold + Highlighted

PM USA
EVENT MARKETING
1998 Marlboro Bar Nights

September 9, 1997

Cost Description	1998 General Operating Budget	1998 Spring Resort	1998 Sell In	1999 Sell In	1998 Music	1998 Magic	1998 VALUE ADDED	1998 OVERALL PROGRAM COST
LABOR RATES (weekly rates):								
Sell-In Staff	$625.00	$625.00	$625.00	$625.00	$625.00	$625.00	$625.00	
General Manager	$625.00	$625.00	$625.00	$625.00	$625.00	$625.00	$625.00	
Assistant Manager FT	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	
Region Managers	$682.50	$682.50	$682.50	$682.50	$682.50	$682.50	$682.50	
Supervisors/Promo Mgr. (Spring is Hourly)	$603.75	$15.00	$603.75	$603.75	$603.75	$603.75	$603.75	
Music Coordinator	$575.00	$575.00	$575.00	$575.00	$575.00	$575.00	$575.00	
Merchandisers (Hourly Rate)	$13.00	$12.25	$13.00	$13.00	$13.00	$13.00	$13.00	
TOTAL LABOR								
12 Sell-In Staff x 15 weeks			225,000	225,000				450,000
37 General Managers x 54 weeks	1,271,875							1,271,875
37 FT Assistant GM x 54 weeks	999,000							999,000
Music Coordinator	0				147,200			147,200
6 Region Managers x 54 weeks	221,130							221,130
37 Supervisors x 26 weeks (Promo Mgr.)	580,808	14,400						625,108
200 Merchandisers x 32 hrs. x 22 weeks	1,830,400	43,904			*6,720*			*1,881,024*
Tax Factor	782,062	9,299	35,888	35,888	*24,550*			*892,456*
TOTAL - LABOR	$5,685,275	$67,603	$260,888	$260,888	*$178,470*	$0	$0	*$6,453,724*
OPERATING EXPENSES								
SELL IN STAFF - Travel								
In Market Mileage	0		29,970	29,970				59,940
Air Fare	0		15,000	15,000				30,000
Hotel	0		14,400	14,400				28,800
Rental Car/Ground Trans.	0		7,680	7,680				15,360
Per Diem	0		4,800	4,800				9,600
Subtotal	$0	$0	$71,850	$71,850	$0	$0	$0	$143,700
SELL IN STAFF - ADMIN.:								
Phone/Fax/Copies	0		18,400	18,400				36,800
Pagers	0		10,000	10,000				20,000
Shipping/Overnights	0		12,000	12,000				24,000
Supplies/Miscellaneous	0		5,200	5,200				10,400
Subtotal	$0	$0	$45,600	$45,600	$0	$0	$0	$91,200

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PM USA
EVENT MARKETING
1998 Marlboro Bar Nights

September 9, 1997

Cost Description	1998 General Operating Budget	1998 Spring Resort	1998 Sell In	1998 Sell In	1998 Music	1998 Magic	1998 VALUE ADDED	1998 OVERALL PROGRAM COST
LOCAL SPVSR. TRAVEL (From Mgr.):								
Airfare	0	1,800						1,800
Hotel	0	18,000						18,000
Per Diem	0	3,000						3,000
Subtotal	**$0**	**$22,800**	**$0**	**$0**	**$0**	**$0**	**$0**	**$22,800**
LOCAL SPVR. ADM.(From. Mgr.):								
Phone/fax/copies	68,820	2,000						70,820
Shipping/postage	30,000	2,000						32,000
Supplies	33,300	1,000						34,300
Travel	0							0
Subtotal	**$132,120**	**$5,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$137,120**
REGION MGR. TRVL:								
Air Fare	106,000	1,800						108,800
Hotel	67,200	2,000						69,200
Rental Cars/Ground Trans	36,160	1,000						37,160
Per Diem	24,120	500						24,620
Subtotal	**$235,500**	**$5,300**	**$0**	**$0**	**$0**	**$0**	**$0**	**$240,800**
REGION MGR. ADMIN.:								
Phone/fax/copies	83,000	1,500						84,500
Shipping / Overnights	16,800	1,000						17,800
Supplies / Misc.	20,160	300						20,460
Subtotal	**$99,960**	**$2,800**	**$0**	**$0**	**$0**	**$0**	**$0**	**$102,760**
GM ADMIN.:								
Phone/fax/copies	56,832							56,832
Shipping/Postage	69,264							69,264
Supplies/misc.	18,500							18,500
Subtotal	**$144,596**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$144,596**
ASST. GM ADMIN.:								
Phone/fax/copies								0
Shipping/Postage								0
Supplies/misc.								0
Subtotal	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

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PM USA
EVENT MARKETING
1996 Marlboro Bar Nights

September 9, 1997

Cost Description	1996 General Operating Budget	1996 Spring Resort	1995 Sell In	1995 Sell In	1996 Music	1996 Magic	1996 VALUE ADDED	1996 OVERALL PROGRAM COST
TRAINING:								
Airfare	50,000		27,000	27,000				104,000
Hotel	55,000		35,200	35,200				125,400
Rental Cars/Transp.	10,000		3,000	3,000				16,000
Training Rooms	3,500	1,000	1,000	1,000				6,500
Training Rooms - Local	14,800							14,800
Supervisors	0	480						480
Merchandisers	0	4,116						4,116
Food & Beverage	31,500		23,100	23,100				77,700
Misc. Expenses								0
Subtotal	**$164,800**	**$5,596**	**$89,300**	**$89,300**	**$0**	**$0**	**$0**	**$348,896**
VEHICLE EXPENSE:								
Fuel	189,283	1,094						190,377
Vehicle Washes	55,130	600						55,730
Oil Changes	16,280	0						16,280
Truck Storage	366,300	4,000						370,300
Transportation (New 1996)		3,000						3,000
Subtotal	**$626,993**	**$8,694**	**$0**	**$0**	**$0**	**$0**	**$0**	**$635,687**
WAREHOUSE EXPENSES:								
Local Market Storage Facilities	155,400	1,200						156,600
Chicago	5,400	400						5,800
Subtotal	**$160,800**	**$1,600**	**$0**	**$0**	**$0**	**$0**	**$0**	**$162,400**
EXECUTIVE TRAVEL:								
Airfare	39,300	1,800	8,500	8,500				58,100
Hotel	32,000	1,200	5,100	5,100				43,400
Rental Cars	13,850	490	2,261	2,261				18,852
Ground Transporation	4,300							4,300
Per diem	26,450	380	2,550	2,550				31,910
Subtotal	**$115,900**	**$3,840**	**$18,411**	**$18,411**	**$0**	**$0**	**$0**	**$156,562**
CORPORATE ADMIN:								
Phone/fax/copies	45,000	1,200			*9,100*	4,000		*59,300*
Administration								6,000
Legal								10,000
Pagers	44,400	800						45,200
Shipping - Intramarket	6,450							6,450
Shipping - Corp.	8,600				*10,120*			*18,720*
Postage	1,000							1,000
Printing/Supplies/Misc.	8,600	600			*5,310*			*14,510*
Industry Events / Misc.					*173,500*			*173,500*
Recruiting	25,800				24,050	37,000		86,950
Computer upgrades / maint. NEW								0
Subtotal	**$195,350**	**$2,600**	**$0**	**$0**	*$222,080*	**$41,000**	**$0**	*$461,030*

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PM USA
EVENT MARKETING
1998 Marlboro Bar Nights

September 9, 1997

Cost Description	1998 General Operating Budget	1998 Spring Resort	1998 Sell In	1999 Sell In	1998 Music	1998 Magic	1998 VALUE ADDED	1998 OVERALL PROGRAM COST
STORAGE:								
Visibility Item Storage	248,640							248,640
Product Storage								0
Subtotal	$248,640	$0	$0	$0	$0	$0	$0	$248,640
TALENT:								
Band Appearance Fees	0				*3,582,000*			*3,582,000*
Magician Appearance Fees						481,000		481,000
Studio Time/Prizes	0							0
Backdrops/Club Visibility	0							0
Subtotal	$0	$0	$0	$0	*$3,582,000*	$481,000	$0	*$4,063,000*
EVENT/SHOWCASE TRAVEL								
Airfare					*49,500*			*49,500*
Hotel					*22,000*			*22,000*
Rental Car/ground trans.					*10,600*			*10,600*
Per Diem					*9,675*			*9,675*
Subtotal	$0	$0	$0	$0	*$91,775*	$0	$0	*$91,775*
PREMIUMS:								0
Ez Cd Opener					50,000			50,000
Additional Music Related Item					50,000			50,000
Subtotal	0	0	0	0	100,000	0	0	$100,000
INSURANCE:	$60,000	$2,000	$0	$0	$0	$0	$0	$62,000
DRUG TESTING/DMV CHECKS:								
RM	720							720
GMM	4,440							4,440
Asst. GMM	4,440							4,440
LSup/Merch	86,580	5,760	6,000	6,000				104,340
Subtotal	$96,180	$5,760	$6,000	$6,000	$0	$0	$0	$113,940
LICENSES FOR TOBACCO SALE:	$0							0
VALUE ADDED PROGRAM	$0	$0	$0	$0	$0	$0	$3,530,000	$3,530,000
TOTAL OPERATING EXPENSES:	$2,280,539	$65,990	$231,161	$231,161	*$3,995,855*	$522,000	$3,530,000	*$10,857,006*
TOTAL ESTIMATED LABOR COST:	$5,685,275	$67,603	$260,888	$260,888	*$178,470*	$0	$0	*$6,453,124*
MANAGEMENT FEE:	$943,070	$16,672	$61,407		*$519,133*	$65,145	$86,748	*$1,704,176*
TOTAL ESTIMATED PROGRAM COST:	$8,909,184	$150,266	$553,456	$492,049	*$4,693,458*	$587,145	$3,626,748	*$19,014,306*

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